



November 6, 2023

Dear Mr. Marandola:

Avertium Holdings, LLC (together with its subsidiaries, “Avertium”) recently learned that you accepted employment with Quorum Cyber. Because Quorum Cyber is a direct competitor of Avertium, commencing employment there violates your twelve (12) month post-employment non-compete with Avertium. Because you separated from Avertium on March 10, 2023, your non-compete remains in effect until March 10, 2024. As you know, you agreed to this non-compete in the Non-Disclosure, Inventions, and Non-Competition Agreement on or around your start date with Avertium (the “Restrictive Covenant Agreement”), and you reaffirmed the obligations in the Restrictive Covenant Agreement both in your Option Agreement with Avertium, entered into on or around October 3, 2019 (the “Option Agreement”), and in your Separation Agreement.

Under the Option Agreement, you were originally granted 467,137 options. When you separated from Avertium, you automatically forfeited all options that were unvested at that time, keeping only 161,803 in vested options. As a show of good faith, we did not require you to exercise your vested options during the required period of time following the termination of your employment.

Now that you are working for a competitor, we have to take action to protect Avertium’s interests. This letter serves as notice that, pursuant to Section 6 of the Option Agreement, you have automatically forfeited all equity awarded under the Option Agreement, including any vested options. Accordingly, effective today, Avertium has canceled those options, and you no longer own any options or any other equity interest in Avertium.

If you continue to violate your contractual obligations to Avertium, Avertium reserves the right to bring legal action against you.

Sincerely,

Bill Carroll

Avertium

CEO

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